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August 21, 2000

**VIA HAND DELIVERY**

Arizona Corporation Commission
DOCKETED
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Arizona Corporation Commission
Utilities Division – Docket Control
1200 W. Washington Street
Phoenix, Arizona 85007

Re: US West Section 271 Application
Docket No: T-00000B-97-0238

To The Commission:

Enclosed please find an original and ten copies of WorldCom, Inc.'s testimony of Thomas T. Priday for the First Amended Set of Workshops on Advanced Services, Line Sharing, Sub-Loop issues and Dark Fiber

Very truly yours,

LEWIS AND ROCA LLP

Thomas H. Campbell

THC/bjg
Enclosures

**BEFORE THE**

**ARIZONA CORPORATION COMMISSION**

CARL J. KUNASEK
CHAIRMAN

JIM IRVIN
COMMISSIONER

WILLIAM A. MUNDELL
COMMISSIONER

| | |
|---|---|
| IN THE MATTER OF U S WEST COMMUNICATIONS, INC.'S COMPLIANCE WITH § 271 OF THE TELECOMMUNICATIONS ACT OF 1996. | DOCKET NO. T-00000A-97-0238 |

# TESTIMONY OF

# THOMAS T. PRIDAY

# ON BEHALF OF

# WORLDCOM, INC.

# FOR §271 WORKSHOP -

# ADVANCED SERVICES

**August 21, 2000**

**Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS?**

A. My name is Thomas T. Priday. I am a Senior Manager for Carrier Management for WorldCom, Inc. ("WCom"). My business address is 6312 S. Fiddler's Green Circle, Suite 600 E, Englewood, CO 80111.

**Q. ARE YOU THE SAME TOM PRIDAY THAT TESTIFIED IN WORKSHOPS ADDRESSING CHECKLIST ITEMS 1, 3, 7-10, 12, 13 AND 14 HELD IN ARIZONA?**

A. Yes.

**Q. HAVE RESPONSIBILITIES, DUTIES AND YOUR RELEVANT EXPERIENCE WITH MCI AND WCOM CHANGED SINCE YOU FILED THAT TESTIMONY?**

A. No.

**Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

A. The purpose of my testimony is to assist this Commission in making its recommendations to the Federal Communications Commission ("FCC") regarding Qwest Corporation's ("Qwest") application to provide interLATA and interstate long distance service. Specifically, I will assist this Commission in determining whether Qwest has met some of the 14-point checklist items for long distance entry as provided by Section 271 of the Telecommunications Act of 1996. In this testimony, I will address WCom positions on what is generally referred to the provisioning of advanced services, including DSL services, line sharing, access to dark fiber, sub-loop unbundling, and unbundled packet switching which are relevant to Checklist Item 2 concerning the provisioning of unbundled network elements. For each service, I will first discuss WCom's general concerns with Qwest's compliance with these checklist items and then recommend specific modifications to Qwest's SGAT.

**Q. PLEASE DISCUSS WCOM'S GENERAL CONCERNS REGARDING THE PROVISIONING OF ADVANCED SERVICES.**

A. Throughout these sections, the standards and technical specifications which apply to the provisioning of these services are specified as Qwest Technical Publications and Qwest's Resource Guide. For example, in Paragraph 9.2.2.11, Qwest references its own Technical Publication 77384. WCom wants to be assured that Qwest's technical publications are consistent with or incorporate recognized industry standards. WCom recognizes that we will discuss network standards when we discuss Section 21 of the SGAT, but we want to insert a placeholder here on these technical publications. If any of the technical publications are not consistent with recognized industry standards, Qwest has an opportunity to alter the requirements for these services unilaterally through its unique technical publications.

Qwest utilizes technical publications as a means to efficiently change policies for provisioning services for themselves. However, it is WCom's experience that Qwest does not offer this more efficient methodology for making provisioning changes to CLECs. Whether the change is based on a newly accepted industry standard, or a regulatory decision outlining new services Qwest must provide, Qwest requires CLECs to enter into a lengthy and burdensome amendment process to provision the new service. WCom requests clarity on the use of Qwest technical publications, and asks Qwest to warrant that it will proactively and consistently apply the use of technical publications to provision all industry standard services including new standards stated in final regulatory decisions. Inclusion of these new services in technical publications without the need for contract amendments, or a limitation on the use of these technical publications for Qwest, will ensure fair treatment for all parties.

**Q. PLEASE DISCUSS WCOM'S CONCERNS ABOUT QWEST'S PROVISIONING OF DIGITAL SUBSCRIBER LINE ("DSL") SERVICES FOUND IN SECTION 9.2 OF THE SGAT.**

A. Paragraph 172 of Decision FCC 99-238 issued by the FCC requires ILECs to provide "xDSL-capable loops", conditioned so as to allow CLECs to offer advanced services. The ILEC is required to condition loops such that all bridge taps, low-pass filters, range extenders and similar devices have been removed, to provide basic, clean copper loops. CLECs should have the ability to order plain copper loops and place any technology the CLEC chooses on that loop, just as the ILECs have the ability to do in their own network. However, in contrast to this requirement, Qwest's SGAT requires that Qwest provide only ADSL capable loops. This limits the ability of the CLEC to use any other technology than ADSL. The industry practice is to allow CLECs to order a 2- or 4-wire analog or digital loop and to place any DSL technology over that loop so long as the technology is compliant with Power Spectrum Density ("PSD") standards set by T1E1 and other industry standard bodies. All references to ADSL or other limitations on the loop's capability to deliver advanced services are non-compliant with the FCC's order and standard industry practice and must therefore be corrected.

In addition, Paragraphs 67-76 of Decision FCC 99-48 require ILECs to allow the CLEC to implement any loop technology that complies with existing industry standards, unless the ILEC demonstrates to the state commission that deployment of the particular technology within the ILEC's network will significantly degrade the performance of other advanced services or voice services. The ILEC is also obligated to manage binder groups in a manner that maximizes the number and types of advanced services that can be deployed.

**Q. DO YOU HAVE SPECIFIC CONCERNS ABOUT LANGUAGE FOUND IN SECTION 9.2 OF THE SGAT?**

**A.** Yes, I do. The following subsections should be modified, consistent with our concerns, as follows:

9.2.1 Description

Qwest offers non-discriminatory access to Unbundled Loops. An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, Qwest's Network Interface Device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID and/or demarcation point will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN, DS1, DS3 or ~~A~~xDSL (~~Asymmetric~~ Digital Subscriber Loop).

9.2.2.3 Digital Capable or Qualified Loops-Basic Rate ISDN, DS1 or DS3 capable and ~~A~~xDSL. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Qwest will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. ~~Charges shall apply for conditioning of the digital capable loops, as requested by CLEC, if necessary, as determined by Qwest.~~

9.2.2.4 When CLEC requests a non-loaded Unbundled Loop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Loop by removing load coils, ~~and excess~~ bridge taps, low-pass filters, range extenders, and similar devices (i.e., "unload" the Loop) in order to provide CLEC with a Non-Loaded Loop. ~~CLEC will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or bridge taps are removed, the non-recurring charge will not apply. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge.~~ Repeater placement is included under Extension Technology. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.

9.2.2.7 Qwest shall provide CLEC with non-discriminatory access to Qwest's spectrum management procedures and policies, and shall manage binder groups in a manner which maximizes the number and types of advanced services that can be deployed. Qwest shall not deny CLEC the right to deploy any technology that meets any of the following requirements: (i) complies with existing industry

standards, (ii) has been successfully deployed by any carrier without significantly degrading the performance of other services, (iii) has been approved by the FCC, any state commission or an industry standards body, (iv) is otherwise presumed acceptable for deployment, or (v) the CLEC has demonstrated to the state commission that the particular technology will not significantly degrade the performance of other advanced services or traditional voice band services. If Qwest claims that a service deployed by CLEC is significantly degrading the performance of other advanced services or traditional voice band services, Qwest must so notify CLEC and must provide CLEC with specific and verifiable information supporting such claim. CLEC shall be provided a reasonable period of time to correct the problem. ~~Qwest is not obligated to provision BRI ISDN, DS1, or DS3 capable or ADSL capable Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within Qwest facilities, Qwest may control the use of certain cables for spectrum management considerations.~~

9.2.2.8 When CLEC requests an ~~A~~xDSL Qualified Loop, Qwest will pre-qualify the requested circuit by utilizing the existing telephone number or address to determine whether it meets ~~A~~xDSL specifications. If a circuit qualifies for ~~A~~xDSL then conditioning is not required. The qualification process tests the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.9.3 Coordinated Installation with Cooperative Testing Option.

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing Qwest or other CLEC end user changing to CLEC, the Coordinated Installation option includes cooperative testing. CLEC has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, CLEC will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest will disconnect the Loop from its current termination and deliver it to the point of demarcation in coordination with CLEC. Qwest will complete the required performance tests and perform other testing as requested by CLEC. Testing requested by CLEC that exceeds testing requirements contained in U S WEST's Technical Publication 77384 will be billed to CLEC. Test results will be recorded as benchmarks for future testing and will be forwarded to CLEC. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Exhibit A of this Agreement. The following are the performance tests generally performed by loop type:

- 2-Wire and 4-Wire Analog Loops
  No, Opens, Grounds, Shorts, or Foreign Volts
  Insertion Loss = 0 to -8.5 dB at 1004 Hz
  Automatic Number Identification (ANI) when dial-tone is present

- 2-Wire and 4-Wire Non-Loaded Loops
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
  Insertion Loss = 0 to -8.5 dB at 1004 Hz
  Automatic Number Identification (ANI) when dial-tone is present

Digital Capable Loops

- Basic Rate ISDN Capable Loops
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
  Insertion Loss = 40 dB at 40 kHz
  Automatic Number Identification (ANI) when dial-tone is present

- DS1 Capable Loops
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

- DS3 Capable Loops
  Continuity Testing

- ~~A~~xDSL Qualified Loops
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
  Insertion Loss = 41 dB at 196 kHz
  Automatic Number Identification (ANI) when dial-tone is present

9.2.3.2 Non-Loaded - 2 and 4 wire Non-Loaded Loops. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user's premises to a Qwest CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth for the specific service. After the desired Loops are ordered and the design layout record is reviewed by CLEC, it is CLEC's responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. ~~If applicable, charges shall apply for unloading cable pairs in the event that Non-Loaded Loops are not available.~~

9.2.4.6 The service intervals that have been established for voice grade 2-wire and 4-wire analog Unbundled Loops, 2-wire and 4-wire non-loaded Loops, ISDN capable Loops and DS1 and DS3 capable and ~~A~~xDSL qualified Unbundled Loops are set forth in Exhibit C to this Agreement.

**Q. PLEASE DISCUSS WCOM'S CONCERNS ABOUT QWEST'S PROVISIONING OF SUB-LOOP UNBUNDLING FOUND IN SECTION 9.3 OF THE SGAT.**

A. The FCC UNE remand order requires that subloops must be accessible at terminals in the ilec's outside plant, where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. This order does not impose the additional restrictions concerning digging and trenching that Qwest has included in its SGAT terms. (*See* Para. 206.) Therefore, section 9.3.1.1 should be modified as follows:

> 9.3.1.1 Sub-loop is defined as any portion of the loop that it is technically feasible to access in Qwest's terminals in outside plant, i.e. an accessible terminal, pole, pedestal, Feeder Distribution Interface (FDI) or Minimum Point Of Entry (MPOE) including inside wire (owned by Qwest). An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case ~~and/or digging up or trenching underground~~ to reach the wire within.

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Further the SGAT addresses sub-loop unbundling of 2-wire loops; however, 4 wire loops are also available to CLECs as UNEs and should also be available on a sub-loop basis. This is another attempt by Qwest to limit the types of DSL technologies that can be implemented by CLEC and to create an unfair competitive advantage for their own, more flexible DSL services, resulting in restricting competition for advanced services. Accordingly, the following modifications should be made to the SGAT.

> 9.3.1.2 Two types of standard Sub-Loops are available.
>
> a) Two-Wire and Four-Wire Unbundled Distribution Loop
>
> b) DS1 Capable Unbundled Feeder Loop
>
> 9.3.2 Two-Wire/Four-Wire Unbundled Distribution Loop
>
> 9.3.2.1 The Two-Wire/Four-Wire Unbundled Distribution Loop is a Qwest provided facility from the Qwest FCP at the FDI to the demarcation point or Network Interface Device (NID) at the end-user location. The Two-Wire/Four-Wire Unbundled Distribution Loop includes, but is not limited to, distribution

facilities that serve Multiple Dwelling Units (MDUs). The Two-Wire/Four Wire Unbundled Distribution Loop is suitable for local exchange-type services within the analog voice frequency range of 300 to 3000 Hz. CLEC obtains access to this unbundled element at the FDI through an established FCP arrangement, and at the end-user location through the NID.

9.3.8.1 With the exception specified in subparagraph (a) below, Qwest is not required to build additional space for the purpose of accessing sub-loop elements. Qwest shall not preclude CLEC from constructing its own facilities adjacent to Qwest's facilities. CLEC shall obtain any necessary authorizations or rights of way required and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest's facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third Parties, when it seeks to interconnect its equipment at Sub-loop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

(a) If CLEC seeks access to Two-Wire/Four-Wire Unbundled Distribution Loops that serve an MDU, and there is no accessible MPOE or other accessible terminal to which CLEC can access such subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured single point of interconnection to serve the MDU, Qwest will construct a single point of access at or near the property line of the MDU that is fully accessible to and suitable for CLEC. In such instance, CLEC shall pay Qwest a nonrecurring charge according to Exhibit A.

Further, Section 9.3.9.4 inappropriately allocates the entire cost of construction of a FDI Field Connection Point to accommodate up to three CLEC's to the first CLEC, and only allows the first CLEC to recover a portion of that cost if/when additional CLECs subsequently interconnect at that FDI-FCP. In accordance with forward-looking cost rules and the FCC's Advanced Services Order, the CLEC must only be required to pay for the forward-looking costs of a facility that the CLEC actually uses. In the absence of an established forward looking cost, the CLEC should not be expected to pay any more than its pro-rata share of the construction charge as an interim solution. Thus, Qwest's attempt to push these additional costs onto the first CLEC, even if only temporarily, is not justified. Section 9.3.9.4 should be modified as follows:

9.3.9.4 Construction Fee – Qwest will charge a fee to recover all cost for building the FDI Field Connection point. This fee will cover the cost of augmenting the FDI location so that three CLECs can interconnect at that point. If

CLEC is the first provider in the FDI-FCP, it will pay one-third of the quoted price. If CLEC is the second provider in the FDI-FCP, it will pay ~~the initial CLEC 50%~~ one-third of Qwest's quoted price. If CLEC is the third CLEC in the FDI-FCP, it will pay ~~each of the original two CLECs 17%~~ one-third of Qwest's quoted price.

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In addition, with regard to Section 9.3.11.3, the length of time to implement FDI is excessive. WCom subject matters experts have advised me that it is their experience that Qwest should take 30-60 calendar days to do this type of construction internally. Typically the longestlead times for outside plant construction relate to obtaining the necessary permits and/or franchises, which might run 60-90 calendar days. However, such would not be required for FDI as the pedestal would already be installed. The pedestal site might also be grandfathered under earlier requirements so permits might even be waived. Qwest's lead times should more properly reflect installation timeframes for the labor and plant equipment modifications, these would typically be 90 calendar days or less depending on order backlogs for the equipment.

On the other hand, WCom would need at least 90-120 calendar days of construction time once it has asked Qwest for a quote because WCom would have to obtain permits in all likelihood to lay cable to connect the FDI/FDC to our closest point of presence. Therefore, a CLEC should have the 30 calendar day feasibility plus the 30 calendar day payment window plus another 60 calendar days minimum for completion of our ROW steps plus construction. Therefore, Section 9.3.11.3 should be modified as follows:

9.3.11.1.1 Ordering – FDI Field Connection Point

9.3.11.1 CLEC shall submit a Field Connection Point Request Form to a Qwest Account representative. The Field Connection Point Request Form must be completed in its entirety.

9.3.11.2 Upon receipt of the Field Connection Point Request Form, Qwest will initiate a feasibility study and FCP quote. Within thirty (30) calendar days from receipt of correctly completed Field Connection Point Request Form, Qwest will notify CLEC if a

location is technically feasible and Qwest will develop and send a quote. The Feasibility Study and quote will be valid for thirty (30) calendar days from feasibility and quote notification.

9.3.11.3 Qwest will construct the FCP within 90~~120~~ calendar days of receipt of payment from CLEC.

9.3.11.4 After construction is complete, CLEC will be notified of its termination location which will be used for ordering Sub-Loops.

**Q. PLEASE DISCUSS WCOM'S CONCERNS ABOUT LINE SHARING FOUND IN SECTION 9.4 OF THE SGAT.**

A. In paragraph 71 of Decision FCC 99-235, ILECs are required to provide unbundled access to the high frequency portion of the loop to any carrier that seeks to deploy any version of xDSL that is presumed to be acceptable for shared-line deployment. Section 9.4.2.1.3 should be modified as follows:

9.4.2.1.3 CLEC may use the HUNE to provide any xDSL services that are presumed to be acceptable for Line Sharing deployment in accordance with FCC rules~~compatible with Qwest's POTS service~~. Such services currently are limited to ADSL, RADSL, Multiple Virtual Lines (MVL), and G.lite. In the future, additional services may be used by CLEC to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

Further, the forecasting requirements of Section 9.4.2.1.7 place an undue administrative burden upon the CLEC, and may also require the CLEC to disclose confidential information to the detriment of the CLEC. General forecasting requirements are specified in Section 3.0 of the SGAT, which has yet to be reviewed as part of these workshops. The forecasting requirements which are finally agreed upon as part of that review should be applicable to the services provided under the SGAT, without need for additional forecasting requirements specified elsewhere which may be unduly burdensome, either administratively or with regards to the disclosure of confidential or proprietary information, on the CLEC. Accordingly, Section 9.4.2.1.7 should be modified as follows:

9.4.2.1.7 CLEC will provide Qwest with ~~non-binding, good faith, rolling quarterly~~ forecasts for Shared Loop volumes in accordance with the forecasting requirements set forth in the Implementation Schedule Section of this Agreement~~on a Wire Center by Wire Center basis. CLEC will also provide an eighteen (18) month, non-binding, good faith, quarterly forecast to Qwest in thirty (30) calendar days after the signing of this Agreement~~.

**Q. PLEASE DISCUSS WCOM'S CONCERNS ABOUT THE PROVISIONING OF DARK FIBER FOUND IN SECTION 9.7 OF THE SGAT.**

**A.** Decision FCC 99-238 requires that Unbundled Dark Fiber be provided to CLECs just as any other network element is provided to CLECs. At a minimum, this requirement should establish that Unbundled Dark Fiber be provided to CLECs at parity. The provisions of Section 9.7.2.1 are overly vague and do not establish equitable service level guidelines. Therefore the following changes should be made:

9.7.2.1 Qwest will provide CLEC with non-discriminatory access to UDF-IOF and UDF-Loop. Qwest will provide UDF of ~~substantially~~ the same quality as the fiber facilities that Qwest uses to provide service to its own end user customers within the ~~a reasonable~~ time frames set forth in Exhibit C of this Agreement for the provision of voice grade 2-wire and 4-wire analog Unbundled Loops.

Further, Decision FCC 99-238 establishes Dark Fiber as a network element. This order does not require the reciprocal provision of Dark Fiber by the CLEC to the ILEC. Section 9.7.2.1 inappropriately establishes a reciprocal obligation on the part of the CLEC to provide Dark Fiber to the ILEC. This section should be stricken.

9.7.2.2 Reserved for future use~~CLEC will provide Qwest with non-discriminatory access to UDF-IOF and UDF-Loop. CLEC will provide UDF of substantially the same quality as the fiber facilities that CLEC uses to provide service to its own end user customers within a reasonable time frame~~.

Also, Decision FCC 99-238 does not support the establishment of arbitrary limitations on the amount of dark fiber that may be made available to CLECs. WCom is unaware of any legal requirement that limits the availability of dark fiber to CLEC of 25% of available dark fiber. The

order provides that for any limitation on dark fiber to be reasonable, it must relate to a likely and foreseeable threat to an ILEC's ability to provide service as a carrier of last resort. Sections 9.7.2.4, 9.2.7.5 and 9.7.2.12 go beyond the FCC's requirements for reasonableness in limiting dark fiber available to CLECs. Also, since CLECs are not provided with the opportunity to reserve dark fiber for maintenance/maintenance spares, allowing the ILEC to do so creates an anticompetitive situation in which parity is not maintained. The ILEC's ability to safeguard its ability to meet its legal obligations as the carrier of last resort is supported by 9.7.2.10, therefore 9.7.2.5(a) is unnecessary and excessive. The following changes should be made:

9.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of two strands (by the pair). ~~CLEC may obtain up to 25% of available dark fibers or four dark fiber strands, whichever is greater, in each fiber cable segment over a 12 month period. CLEC must demonstrate efficient use of those fibers before leasing additional fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 capacity on each fiber pair. Efficient use of loop fiber is defined as providing a minimum of OC-3 capacity on each fiber pair.~~

9.7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

a) ~~Qwest will not unbundle Dark Fiber utilized for maintenance or reserved for maintenance spare. Qwest shall not reserve more than 5% of the fibers in a sheath for maintenance or maintenance spare.~~

b) Qwest will not unbundle Dark Fiber that, as of the day CLEC submits its order for Unbundled Dark Fiber, Qwest has already designated for use in an approved, or pending job on behalf of Qwest or another CLEC.

c) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to provide its services as required by law. In such circumstances, Qwest shall be relieved of its unbundling obligations related to the specific Dark Fiber at issue during the pendancy of the proceeding before Commission.

9.7.2.10 Upon twelve (12) month notification to CLEC or as defined by Commission, Qwest reserves the right to reclaim in part or in whole, but only to the extent necessary for Qwest to provide service as a carrier of last resort, UDF previously obtained by CLEC. This condition would arise in those cases where Qwest has demonstrated to the Commission that a likely and foreseeable threat

exists to Qwest's ability to ~~is in jeopardy of~~ meet~~ing~~ or maintain~~ing~~ control of its obligation to provide services as a carrier of last resort as required by law. ~~In addition, if CLEC does not achieve and maintain minimal UDF utilization, as outlined previously in this Section, within 12 months of the UDF's receipt, Qwest may reclaim the facilities and charge CLEC the normal disconnection charges contained in the Interconnection Agreement. Upon request, the CLEC must provide Qwest with evidence verifying minimum UDF utilization. Qwest may conduct an Audit or Examination of CLEC's utilization of the UDF provided under this Agreement pursuant to the terms of the Audit Section of this Agreement. Qwest will provide an alternative means of service when under utilization is found.~~

Finally, Section 9.7.3.1 requires CLEC to establish an ICDF at its Collocation in order to obtain unbundled dark fiber. ICDF creates all of the same disadvantages and problems for CLEC that a SPOT frame creates. Therefore, WCom rejects Qwest's requirement for an ICDF to obtain unbundled dark fiber. Qwest's SGAT should be revised accordingly.

9.7.3.1 Prior to placing an order for UDF, CLEC must first establish a Collocation arrangement in each of the necessary Qwest Wire Centers. ~~CLEC must establish proper ICDF demarcation points as part of its collocation build in order to accommodate the UDF optical terminations.~~

**Q. PLEASE DISCUSS WCOM'S CONCERNS ABOUT PACKET SWITCHING.**

A. Paragraph 313 of Decision FCC 99-238 requires ILECs to provide CLECs with access to unbundled packet switching where the ILEC has placed its DSLAM in a remote terminal, and does not allow the CLEC to collocate its DSLAM in that remote terminal under the same terms and conditions that apply to ILEC's own DLSAM. In addition, the UNE remand order establishes packet switching as an unbundled network element. However, in spite of these requirements, Qwest's SGAT fails to provide for unbundled packet switching under these, or any, circumstances. On the supplemental affidavit of Karen A. Stewart, page 45, Qwest asserts that "CLECs can

utilize the BFR process to request an alternative arrangement". This clearly does not meet the requirements of the FCC's orders.

**Q. DOES THIS CONCLUDE YOUR TESTIMONY REGARDING ADVANCED SERVICES?**

**A.** Yes, it does. Thank you.

ORIGINAL and ten (10) copies of the foregoing filed this 21st day of August, 2000, with:

Arizona Corporation Commission
Docket Control – Utilities Division
1200 W. Washington Street
Phoenix, Arizona 85007

COPY of the foregoing hand-delivered this 21st day of August, 2000, to:

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